

METRO FIRE AGENCY INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into this _____ day of _____, 2008 by and among **WEST VALLEY CITY**, a municipal corporation of the State of Utah; **SOUTH SALT LAKE CITY**, a municipal corporation of the State of Utah; **SOUTH JORDAN CITY**, a municipal corporation of the state of Utah; **MURRAY CITY**, a municipal corporation of the State of Utah; **SANDY CITY**, a municipal corporation of the State of Utah; **WEST JORDAN CITY**, a municipal corporation of the State of Utah; **MIDVALE CITY**, a municipal corporation of the State of Utah; and **BLUFFDALE CITY**, a municipal corporation of the State of Utah, (herein individually a "Party" or collectively the "Parties").

WITNESSETH

WHEREAS, the Parties have determined that the formation of a metro fire agency will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of a metro fire agency will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of fire service to citizens and such agreements have demonstrated the Parties ability to work together in an effective and efficient manner; and

WHEREAS, the Parties desire to broaden the scope of their cooperation to other beneficial areas of their operations; and

WHEREAS, each of the undersigned cities have participated in the discussion and negotiation of the creation of this agency;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. **PURPOSE.** The Purpose of this Agreement is to promote the health, safety and welfare of the collective citizens of the Parties, to provide improved fire protection for municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities. The Parties declare that there is a community-wide need to provide for an inter-local fire protection agency, and declare that this compelling need requires a state-of-the-art "all hazards" emergency response system. Such a system requires the creation of a metro fire agency under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated ("Interlocal Act"). This Agency will allow all participating municipalities to combine and share their collective capabilities and resources for themselves and their neighbors. It is the

purpose of this Agreement to provide for the accomplishment thereof in the manner provided herein.

2. **AUTHORITY.** The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

3. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

4. **EFFECTIVE DATE.** This Agreement shall become effective when two or more of the Parties named above each execute an original or copy of this Agreement as required by law.

5. **TERM.** The term of this Agreement shall be three (3) years from the effective date, unless sooner terminated as provided in Item 16 herein. The Agreement may be renewed in writing upon terms and conditions acceptable to 2/3rd's of the Parties, who are then parties, for a period of up to fifty (50) years.

6. **NAME.** The name of the new legal entity is the Metro Fire Agency ("Agency").

7. **GOVERNANCE.** The Agency shall be governed by a Board of Trustees ("Trustees") which shall have sole authority to conduct the business of the Agency.

- a. Trustees membership shall consist of each Party's City Manager or Mayor, as dictated by that Party's form of government. Each Party may appoint, through compliance with the legal requirements that govern Board appointments for that Party, up to two designees to serve in the absence of that Party's member and that designee shall have the same rights as that member.
- b. Trustees are responsible for all decisions related to the organizational, operational, and financial conduct of the Agency. Trustees will have responsibility for overseeing reciprocity within the Agency.
- c. Trustees decisions shall be based on a majority vote of its members, and each member city shall have one vote.
- d. If a Trustee representing a Party does not agree with a majority decision made by the Trustees, that Trustee may (through written notice) abstain from participating in the specific issue being addressed and that Party will not be bound by that decision.

- e. Trustees officers shall consist of a chair, vice-chair and secretary, and shall be elected by the Trustees from among its members and shall serve for such terms and perform such duties as shall be provided in the by-laws.
- f. The chair shall be the presiding officer of Trustees, and the vice-chair shall serve at the request of the chair or in the absence of the chair. Trustees may also appoint additional officers and representatives as it deems necessary for the administration of the Agency.
- g. Trustees shall have regular meetings as needed or as provided in any by-laws and may have electronic meetings subject to the requirements of state law and any bylaws. Meetings will be held at a location to be determined by the Trustees.
- h. The chair shall give reasonable notice to all Trustees members of the time and place of each meeting subject to the provisions of Item 25 herein.
- i. Trustees may establish from time to time Standing or Ad-hoc committees as shall be deemed appropriate or necessary to carry out the business of the Agency.
- j. The Board of Trustees is a public body and its members shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Access Management Act, Title 63, Chapter 2, Utah Code Annotated, and all other applicable laws.
- k. Trustees shall have the power to adopt, amend, and repeal rules, by-laws, policies and procedures to regulate the affairs and conduct the business of the Agency.

8. **STANDING COMMITTEES.** In addition to any Standing or Ad-hoc committee that the Trustees may deem appropriate or necessary to carry out the business of the Agency, an Operations Advisory Committee (“Operations”) shall be established under the direction and supervision of the Trustees.

- a. Operations membership shall be composed of the Fire Chief from each Party.
- b. Operations shall provide advice and recommendations to the Trustees for planning, budget preparation, system coordination, policies, procedures, and standards utilized by the Agency, and may be given other responsibilities and authority as approved by the Trustees.
- c. Operations decisions shall be based on a majority vote of its members and each member city shall have one vote.

- d. Operations officers shall consist of a chair, vice chair and secretary, who shall be elected by Operations from among its members and shall serve for such terms and perform such duties as shall be provided in the by-laws. Operations may also appoint additional officers and representatives as it deems necessary for the administration of its duties.
- e. Operations shall meet as provided in the by-laws or as directed by the Trustees.
- f. Operations is a public body and its members shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Access Management Act, Title 63, Chapter 2, Utah Code Annotated, and all other applicable laws.

9. **PARTY CONTROL.** Each Party shall continue to control, own, and maintain its individual fire facilities, apparatus, and equipment at its sole expense. Each Party shall continue to maintain its separate purchasing processes although Agency-wide purchasing contracts may be used and purchasing alliances may be formed within the Agency for submitting bids to vendors. Each Party shall continue to maintain its own paramedic and ambulance licenses. Each Party shall continue to handle its own human resource functions to include payroll and benefits, personnel and staffing decisions, and employee compensation with respect to its own employees.

- a. The Agency, in making decisions that impact the organizational and functionality of local fire departments representing each Party, acknowledges the right of each Party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.
- b. The Agency may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services.

10. **AGENCY SERVICES.** The Agency, as determined by the Board of Trustees, may provide to each Party emergency and non-emergency services which the Agency has the capability of providing, to include, but not limited to, firefighting, emergency medical response, hazardous materials response, bomb response, search and rescue, technical rescue, fire and safety prevention, environmental protection, and public education.

11. FINANCIAL MATTERS.

- a. **Budget Adoption.** All financial matters of the Agency shall be conducted in accordance with applicable Utah State laws and generally accepted accounting principles. Trustees shall prepare an annual budget which shall include: (1) a proposed Staffing Schedule and identify all positions and titles of employees and officers employed and paid by the Agency; (2) a Compensation Schedule with pay grades and ranges for each employee or officer paid by the Agency; (3) a reasonably detailed identification of the

source and amount of each anticipated revenue source of the Agency, including each fee or assessment to be made upon the parties; (4) an Organizational Chart for the Agency; and (5) the Agency's Mission Statement, a brief summary of the immediate last year's accomplishments, and a statement of the budget year's Goals and Objectives.

- b. Fees and Assessments. Fees and assessments may be proposed as a part of the budgeting process by a 2/3 vote of the Trustees in a duly noticed public meeting and, thereafter, forwarded in writing to each Party's Legislative Body no later than May 15th, before the Party's budget for the following fiscal year is adopted. No fee or assessment against a Party may be valid or enforceable until that Party has made an appropriation therefore.
- c. Rules and Procedures for Fees and Assessments. The Trustees, by a 2/3 vote, may adopt rules and procedures to assure the proper collection of approved fees and assessments, consistent with the Agreement.
- d. Party Non-appropriation as Withdrawal. In the event a party fails to appropriate and timely pay to the Agency the fees and assessments adopted by the Trustees and as provided in the Agency's duly adopted Rules and Procedures, such non-action shall be a Withdrawal of that Party from the Agency, effective as of the last day of December of the fiscal year to which the fees or assessments are due, notwithstanding the provisions of Paragraph 15 below.
- e. Independent Audit. The Trustees shall obtain an independent audit of the Agency for each budget year in which the estimated cash revenues exceed \$10,000, which sum shall include fees, assessments, taxes or grants, but exclude in-kind or donated services, staffing or operational support.

12. **SUPPORT STAFF.** Support staff can be provided by the Parties on an as required basis at no cost to the Agency. The Trustees may impose fees or assessments upon the Parties, pursuant to Item 11 herein, to hire a full-time or part-time support staff when the Trustees determine that such action is necessary.

13. **BYLAWS.** Policies, procedures, other agency related business, and other operational and organizational issues will be governed through by-laws to be adopted by resolution by the Trustees.

14. **ADDITIONAL PARTIES.** Any municipality within Salt Lake County which has its own individual fire department may apply for membership to the Agency. Trustees may accept the applicant only by a unanimous vote. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

15. **TERMINATION.** A Party may withdraw from the Agency at the beginning of any new fiscal year, defined as July 1, by giving at least six (6) months prior written notice of withdrawal to the Trustees and the other Parties (via certified mail). The notice of withdrawal

shall be in writing, signed by the Party's mayor or manager, and approved and authorized by resolution of Party's City Council. Notwithstanding the foregoing, no Party may withdraw from the Agency during the term of any agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by another Party, and such provisions are approved in writing under such agreement. Unless the withdrawal of a Party results in the dissolution of the Agency, any withdrawing Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any real or personal property (not consumed) provided by such Party for use by the Agency under this agreement, and all leases of such property shall automatically terminate. Agency-funded and Agency-acquired property shall remain with the Agency.

16. **DISSOLUTION.** This Agreement may be terminated and the Agency may be dissolved by a 2/3rd's vote of Trustees, subject to any agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by another Party, and such provisions are approved in writing under such lease / purchase agreement. Upon dissolution, each Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the Party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the Parties.

17. **INDEMNIFICATION.** The Agency and the Parties are governmental entities as set forth in the Utah Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Agency and the Parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Agency and the Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party or the Agency waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

18. **INSURANCE.** Each Party shall be solely responsible for providing workers compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement. The Agency shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each Party, to provide protection for its operations including, but not limited to, liability insurance and worker's compensation insurance.

19. **GOVERNMENTAL APPROVAL.** This Agreement shall be conditioned upon its approval and execution by the Parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the Parties.

20. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

21. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect. Notwithstanding, if Items 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no force.

22. **THIRD PARTIES.** This Agreement is not intended to benefit any part or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

23. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

24. **NON ASSIGNABILITY.** Neither the Agency nor the Parties shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without a 2/3rd's consent of Trustees.

25. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office, (b) personally delivered, or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Agreed this _____ day of _____, 2008 for West Valley City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for West Valley City

.....
Agreed this _____ day of _____, 2008 for South Salt Lake City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for South Salt Lake City

Agreed this _____ day of _____, 2008 for South Jordan City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for South Jordan City

Agreed this _____ day of _____, 2008 for Murray City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for Murray City

Agreed this _____ day of _____, 2008 for Sandy City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for Sandy City

.....

Agreed this _____ day of _____, 2008 for West Jordan City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for West Jordan City

.....

Agreed this _____ day of _____, 2008 for Midvale City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for Midvale City

.....
Agreed this _____ day of _____, 2008 for Bluffdale City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for Bluffdale City